Terms of Use

# General

## These Terms of Use (as defined below) are applicable to all visitors, users, customers (whether in their capacity of natural or legal persons) and other persons (“**You**” or “**Your**”) utilising the website http://www.elpress.se or http://www.elpress.net or any application (the “**Website**”) operated by Elpress AB, reg. no. 556031-5607, (“**Elpress**”, “**We**”, “**Our**”, “**Us**”) and the services offered on the Website.

By accessing the Website and/or utilising the services We offer, You agree to be bound by the general terms and conditions governing such use (“**Terms of Use**”, “**ToU**”). As such, we kindly ask you to carefully read through the Terms of Use as to make sure you have read and understood them before using the Website and/or utilising from any service. If You do not agree to any of the terms set forth herein, You may not access the Website or utilise from any service offered thereon.

The Terms of Use enters into force between You and Elpress from the date you access the Website. The version applicable to Your use will be the version available on the Website at the time of Your use.

# The Website

## You acknowledge and agree that the Website is the property of Elpress. You further acknowledge that the Website may contain links to other independent third-party websites (“**Linked Sites**”). These Linked Sites are provided solely as a convenience to Our visitors and are not under Our control, and thus We are not responsible for and does not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites. You will need to make Your own independent judgement regarding Your interaction with these Linked Sites.

# Your content and Our use of Your content

## Certain features or services offered on or through the Website may require You to open an account. You are entirely responsible for maintaining the confidentiality of the information You hold for Your account, including Your password, and for any and all activity that occurs under Your account as a result of your failing to keep this information secure and confidential. You agree to notify Elpress immediately of any unauthorized use of Your account or password, or any other breach of security. You may be held liable for losses incurred by Elpress or any other user of or visitor to the Website due to someone else using Your password or account as a result of Your failing to keep Your account information secure and confidential.

## Elpress may disclose any information We have about You (including your identity) if We determine that such disclosure is necessary in connection with any investigation or complaint regarding Your use of the Website, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Our Content (as defined below) or other rights or property, or the rights or property of visitors to or users of the Website, including Our registered customers.

## Elpress reserves itself the right at all times to disclose any information that Elpress deems necessary to comply with any applicable law, regulation, legal process or governmental request. Elpress also may disclose Your information when Elpress determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

## You acknowledge and agree that Elpress may preserve any transmittal or communication between You with Elpress, which has taken place through the Website or any service offered on or through the Website. We may further disclose any such data if required to do so by law or if We determine that such preservation or disclosure is reasonably necessary to comply with an ongoing legal process, enforce these Terms of Use, respond to claims that any such data violates the rights of others, or protect the rights, property or personal safety of Elpress, Our employees, users of or visitors to the Website.

# Your use of the Website and Our Content

## You acknowledge, understand and agree that Your use of the Website is at your sole risk and that You are only permitted to use the Website for its intended purpose and for no other purpose whatsoever.

## We reserve the right, in Our sole discretion, to limit, terminate, deny or ban You access to the Website if You:

## attempt to gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any Elpress server, or to any of the services offered on or through the Website, by hacking or any other illegitimate means,

## without Elpress expressly written approval use any automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or any Content. Further You may only reproduce or circumvent the navigational structure or presentation of the Website or any Content, to obtain or attempt to obtain any materials, documents or information through any means,

## probe, scan or test the vulnerability of the Website or any network connected to the Website, or breach the security or authentication measures on the Website or any network connected to the Website,

## reverse look-up, trace or seek to trace any information on any other user of or visitor to the Website, to its source, or exploit the Website or any service or information made available or offered by or through the Website, in any way if the intended purpose with such an action is to reveal any information, including but not limited to personal data or information, other than Your own information, as provided for on the Website,

## take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website or Elpress systems or networks,

## use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person’s use of the Website,

## forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Elpress on or through the Website or any Service offered on or through the Website,

## pretend that You are, or that You represent, someone else, or impersonate any other individual or entity, or

## use the Website or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Elpress or others.

## Any limitation, termination, denial or ban will be effective immediately and may thereafter be effective for a limited or indefinite period of time.

## You may not use anyone else’s password or account at any time without the express permission and consent of the holder of such password or account. Elpress disclaims any liability for any direct or indirect loss or damage arising from Your failure to comply with the obligations set forth herein.

## By using the Website, You acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send to the Website may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

# Our Content

## You acknowledge that all information, text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, trade names, service marks, sounds, artwork, computes codes and other content or proprietary rights (together the “**Content**”) contained on and available through the Website are Our sole property, and that all such Content is protected by copyright, patent, trademark and competition laws and will at all times remain with Us, with any company within the Lagercrantz Group and/or Our licensors. For the sake of clarity, the Content shall also include the design, structure, selection, coordination, expression, “look and feel” and arrangement of such Content contained on the Website.

## Except as expressly provided in these Terms of Use, no part of the Website and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without Elpress’ express prior written consent.

## Information such as data sheets, knowledge base articles or similar materials made available by Elpress on the Website are available for downloading purposes, provided that You (i) do not remove any proprietary notice language in any copies of such documents, (ii) only use such information for Your personal and non-commercial information purpose (e.g. for internal educational purposes) and do not copy or post the information on any networked computer or for broadcasting in any media, (iii) do not make any modifications whatsoever to any such information, and (iv) not make any additional representations and warranties to such information.

# Additional terms and conditions

## In addition to these Terms of Use, additional terms and conditions may apply to Your purchase of any goods and/or services offered through the Website, (“**Terms of Purchase**”). If there is a conflict between these Terms of Use and the Terms of Purchase for or applicable to a specific portion of the Website, or for any service offered on or through the Website, the latter terms shall control with respect to Your use of that portion of the Website or the specific service.

## Elpress’s privacy policy [[LINK](https://www.elpress.net/globalassets/om-oss/privacy-policy-elpress-2021-12-01-final.docx)] (the “**Privacy Policy**”) applies to any use of this Website, and its terms are made a part of these Terms of Use by this reference.

# Disclaimer of warranties

## The Website is provided on an “as is” and “as available basis”. Elpress and its commercial partners and licensors hereby disclaims all warranties of any kind, expressed or implied, including without limitation to, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Elpress nor its commercial partners, any company within the Lagercrantz Group and licensors makes any warranty that the Website, any Content, service of feature on the Website will be error free, free from loss, viruses and/or interference, contamination or destructive features.

## Elpress disclaims any and all liability for the acts, omissions and conduct of any third parties in connection with or related to Your use of the Website and/or any services. You assume total responsibility for Your use of the Website and any Linked Sites. Your sole remedy against Us for dissatisfaction with the Website or any content is to stop using the Website.

## We cannot grant uninterrupted or continuous use to the Website. The Website may from time to time undergo maintenance, which can result in that the Website and consequently also the services offered may be unavailable during a limited period of time. Elpress may at any time and without provided notice thereof: (i) modify, suspend or terminate operation of or access to the Website, or any portion of the Website, for any reason; (ii) modify or change the Website, or any portion of the Website, and any applicable policies or terms; and (iii) interrupt the operation of the Website, or any portion of the Website, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

# Limitation of Liability

## Except where prohibited by law, in no event will Elpress be liable to You for any indirect, consequential, exemplary, incidental or punitive damages, including loss of profits, even if Elpress has been advised of the possibility of such damages.

## If, notwithstanding the other provisions of these Terms of Use, Elpress is found to be liable to You for any damage or loss which arises out of or is in any way connected with Your use of the Website or any Content, Our liability shall in no event exceed the greater of either:

## the total of any subscription or similar fees with respect to any service or feature of or on the Website paid during the preceding six (6) months counted from the date of the initial claim made by You against Elpress (excluding the purchase price for any Elpress hardware or software products, any application or any support program), **or**

## SEK one thousand (1000).

# Indemnity

## You agree to indemnify and hold Elpress, its officers, directors, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys’ fees), made against Elpress by any third party due to or arising out of or in connection with Your use of the Website.

# Violation of the Terms of Use and consequences thereof

## You agree that Elpress may, in its sole discretion and without prior notice, terminate Your access to the Website and/or ban Your future access to the Website if We determine, in Our sole discretion, that You have violated these Terms of Use, the Privacy Policy or any other agreement or guidelines which may be associated with You use of the Website. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to Elpress, for which monetary damages would be inadequate, and You consent to Elpress obtaining any injunctive or equitable relief that Elpress deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Elpress may have at law or in equity.

## If Elpress does take any legal action against You as a result of Your violation of these Terms of Use, Elpress will be entitled to recover from You, and You agree to pay, all reasonable attorneys’ fees and costs of such action, in addition to any other relief granted to Elpress. You agree that Elpress will not be liable to You or to any third party for termination of Your access to the Website as a result of any violation of these Terms of Use.

# Miscellaneous

## You may not use or export or re-export any Content or any copy or adaptation of such Content, or any product or service offered on the Website, in violation of any applicable laws or regulations.

## If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect.

## These Terms of Use constitute the entire agreement between You and Elpress with regard to Your use of the Website, and any and all other written or oral agreements or understandings previously existing between You and Elpress with respect to such use are hereby superseded and cancelled.

## Other than as provided in a purchase agreement you enter into with Elpress, Elpress will not accept any counteroffers to these Terms of Use, and all such offers are hereby categorically rejected.

## Elpress’s failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by Elpress of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between Elpress and You or any other party be deemed to modify any provision of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedy on any third parties.

## Elpress reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time and without notice. It is your responsibility to check these Terms of Use periodically for amendments. Your continued use of the Website following the posting of changes will mean that you accept and agree to the amendments. As long as you comply with these Terms of Use, Elpress grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website.

## Unless otherwise stated, any notices provided by Elpress may be made by an updated posting on the Website or by email to the most recent address provided by You to Us. Notices sent by You shall be sent to the contact details stated below.

# Governing law and dispute resolution

## You agree that all matters relating to your access to or use of the Website, including all disputes, will be governed by the laws of the Sweden and without regard to its conflicts of law’s provisions.

## In the event of any controversy or dispute between Elpress and You arising out of or in connection with Your use of the Website, You and Elpress shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), the dispute shall be resolved by the District Court of Stockholm (*Sw. Stockholms tingsrätt),* Sweden.

## If any provision of these Terms of Use is held invalid or unenforceable, such provision shall be removed (or interpreted, if possible, in a manner as to be enforceable), and the remaining provisions shall be enforced.

# Contact details

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